

232365



UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.,

Defendants.

)
)
)
)
) CIVIL ACTION
) NO. 89-4363
) (GEB)
)
)
)
)

CONSENT DECREE

WHEREAS, the United States of America ("United States") filed a complaint in this matter, on October 13, 1989, pursuant to Sections 107 and 113(b) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9607 and 9613(b), as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499, 100 Stat. 1613 ("CERCLA"), for recovery of costs incurred by the United States pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, in conducting actions in response to the release or threatened release of hazardous substances at or from a facility known as the Lone Pine Landfill Site ("Lone Pine Site" or "Site"), located in Freehold Township, Monmouth County, New Jersey, and for a declaratory judgment that the defendants in that action are liable for future costs to be incurred by the United States at

the Site to implement EPA's September 28, 1984 Record of Decision;

WHEREAS, the Settling Defendants, as defined below, have agreed to settle certain of the Plaintiff's claims for amounts expended and to be expended for response actions at the Site, as set forth below;

WHEREAS, the Plaintiff and the Settling Defendants have each stipulated and agreed to the entry of this Consent Decree ("Consent Decree" or "Decree") prior to the taking of any testimony, based upon the pleadings herein, and without any admission of liability or fault as to any allegation or matter arising out of the pleadings by any party to this Decree;

WHEREAS, the parties to this Decree agree that settlement of this matter and entry of this Decree are made in good faith in an effort to avoid expensive and protracted litigation, without any admission as to liability for any purpose; and

WHEREAS, each undersigned representative of the parties to this Decree certifies that he or she is fully authorized to enter into the terms and conditions of this Decree, to execute this Decree and to legally bind such party.

NOW, THEREFORE, it is ORDERED, ADJUDGED, AND DECREED as follows:

I. JURISDICTION

For purposes of this Consent Decree only, this Court has jurisdiction over the subject matter of this action, pursuant to Sections 107 and 113(b) of CERCLA, 42 U.S.C. § 9607(a) and 9613(b), and 28 U.S.C. §§ 1331 and 1345, and has jurisdiction over the parties to this Decree.

II. PARTIES

The parties to this Consent Decree are the United States of America and the Settling Defendants as defined herein.

III. DEFINITIONS

Certain terms used in this Decree are defined as follows:

- A. "Plaintiff" or "United States" means the United States of America.
- B. "EPA" means the U.S. Environmental Protection Agency.
- C. The "Lone Pine Site" or "Site" is that facility located on Burke Road in Freehold Township, Monmouth County, New Jersey, which is the subject of this action.
- D. "Response Costs" means all costs, including pre-judgment interest and costs of enforcement, incurred by the United States under Section 104 of CERCLA, 42 U.S.C. § 9604, on or before the date of entry of this Decree, in response to the release or threatened release of hazardous substances at or from the Site. "Response Costs" shall also mean the first \$500,000 of

costs to be incurred by the United States in oversight of private-party implementation of remedial action for the first operable unit at the Site pursuant to the consent decree approved by this Court on March 5, 1990 in United States v. Acton, et al., Civil Action No. 89-3652.

E. "Covered Matters" means all claims available to Plaintiff pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for Response Costs as defined above. Covered matters does not include, inter alia:

1. costs of response at the Site incurred by EPA or any other person after the date of entry of this Decree, except the first \$500,000 of EPA's cost of oversight of private-party performance of the remedial action for the first operable unit at the Site pursuant to the consent decree approved by this Court on March 5, 1990 in United States v. Acton, et al., Civil Action No. 89-3652.

2. damages for injury to, destruction of, or loss of natural resources;

3. injunctive relief;

4. claims based on a failure of any of the Settling Defendants to meet the requirements of this Consent Decree;

5. criminal liability;

6. liability arising from the disposal of hazardous substances at any site other than the Lone Pine Site;

7. liability for costs incurred or injunctive relief in connection with the "off-site" area which is the subject of a

separate remedial investigation and feasibility study presently being conducted by EPA, and for which a separate record of decision will be signed;

8. liability arising from waste material removed from the Site;

9. liability that arises from acts, events or omissions after the entry of this Decree.

F. "SCP Settling Parties" shall mean those entities listed in Appendix A to this Decree.

G. "Freehold Cartage" shall mean Freehold Cartage, Inc.

H. "Settling Defendants" means Freehold Cartage and the SCP Settling Parties.

I. "Day" or "days" shall mean a calendar day or calendar days, unless otherwise specified.

J. Any term not otherwise defined herein shall have its ordinary meaning unless defined in Section 101 of CERCLA, 42 U.S.C. § 9601, or applicable regulations, in which case the statutory or regulatory definition shall control.

IV. EFFECT OF SETTLEMENT

This Consent Decree was negotiated at arms' length and executed by the parties in good faith to avoid further expensive and protracted litigation and is a settlement of claims which were vigorously contested, denied and disputed as to validity, liability and amount. The Plaintiff and the Settling Defendants agree that neither this Consent Decree, nor any part hereof, nor

the entry into, nor any payments made under this Consent Decree by any of the Settling Defendants, shall constitute or be construed as a finding or admission or acknowledgement of the factual or legal allegations contained in this Consent Decree or in the Complaint, or of any liability, fault or wrongdoing, or evidence of such, or an admission of violation of any law, rule, regulation, or policy, by any Settling Defendant or by its officers, directors, employees, agents, successors or assigns, nor shall this Consent Decree nor any payments made hereunder by any of the Settling Defendants create rights on behalf of any person not a party hereto. Each of the Settling Defendants expressly reserves any and all rights (including any right to contribution), defenses, claims, demands, and causes of action which each of them may have with respect to any matter, action, event, claim or proceeding relating in any way to the Lone Pine Landfill Site against any person other than the Plaintiff, except as expressly provided in this Consent Decree. Settling Defendants, individually and collectively, do not admit, accept, concede or acknowledge the determinations, allegations, findings of fact, if any, and conclusions in this Consent Decree or in the Complaint filed in this action and specifically reserve the right to contest any such determinations, allegations, or findings, except in any proceeding to enforce the Settling Defendants' obligations pursuant to this Consent Decree.

V. REIMBURSEMENT OF RESPONSE COSTS

A. In full settlement of all claims available to the United States for Covered Matters, within thirty (30) days of the date of entry of this Decree, the SCP Settling Parties shall pay to the United States the sum of THREE MILLION, SEVEN HUNDRED AND SEVENTY THOUSAND DOLLARS (\$3,770,000.00). The SCP Settling Parties shall be jointly and severally liable for the payment of this amount. If payment to the United States by the SCP Settling Parties has not been made by February 1, 1991, because either:

- (i) the Decree was entered less than thirty (30) days earlier, or
- (ii) the Decree has not been entered as of that date, then by February 1, 1991, this sum of money shall be placed in an interest-bearing account which shall be held in escrow for payment to the United States within fifteen (15) days of February 1, 1991, or the date of entry of the Decree, whichever is later. Interest payable to the United States under this paragraph shall be calculated at the rate indicated at Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

B. In full settlement of all claims available to the United States for Covered Matters, Freehold Cartage shall pay to the United States the sum of SIX HUNDRED AND THIRTY THOUSAND DOLLARS (\$630,000). Freehold Cartage shall make this payment as follows:

1. \$150,000, within thirty (30) days of the date of entry of this Decree plus, if the payment is made after February 1, 1991, interest on the outstanding balance, at the rate set

forth at Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), from February 1, 1991 until the date of payment.

2. \$160,000, within one (1) year of the date of entry of this Decree, plus interest on the outstanding balance from the date of the payment made under Section V.B.1 of this Decree, at the rate established by the Department of the Treasury pursuant to 31 U.S.C. § 3717 and 4 C.F.R. § 102.13.

3. \$160,000, within two (2) years of the date of entry of this Decree, plus interest on the outstanding balance from the date of the payment made under Section V.B.2 of this Decree, at the rate established by the Department of the Treasury pursuant to 31 U.S.C. § 3717 and 4 C.F.R. § 102.13.

4. \$160,000, within three (3) years of the date of entry of this Decree, plus interest on the outstanding balance from the date of the payment made under Section V.B.3 of this Decree, at the rate established by the Department of the Treasury pursuant to 31 U.S.C. § 3717 and 4 C.F.R. § 102.13.

C. Within fifteen (15) days of the date of entry of this Decree, Freehold Cartage shall provide to EPA a trust fund, letter of credit, or surety bond, in conformance with all pertinent requirements of 40 C.F.R. § 264.143, sufficient to guarantee payment of the sums set forth in Section V.B.2-4 of this Decree and acceptable to EPA. In the event that EPA determines that such financial assurance is not in conformance with the requirements of this paragraph, EPA will inform Freehold Cartage of that determination and the basis therefor, and

Freehold Cartage shall re-submit adequate financial assurance in accordance with EPA's notice of deficiency, within thirty (30) days of receipt of EPA's notice of such deficiency. In the event that such re-submitted financial assurance does not satisfy all of the requirements of EPA's notice of deficiency, Freehold Cartage shall be deemed in violation of this Decree for each day such financial assurance remains deficient following the date such re-submission is due, and shall pay stipulated penalties as set forth in Section VI.C below. Alternatively, EPA may accelerate the payments required to be made under Sections V.B.2, V.B.3 and V.B.4 of this Decree and declare such amounts to be immediately due.

D. All payments under this Consent Decree shall be made payable to the "Hazardous Substance Superfund" and shall reference on their face the "Lone Pine Site," this Consent Decree and docket number, and "DOJ 90-11-2-294A." Payments shall be mailed or delivered to, and shall be deemed made when received at the following address:

U.S. Environmental Protection Agency
Region II
Attn: Superfund Accounting
P.O. Box 360188M
Pittsburgh, PA 15251

E. The Settling Defendants shall file notice of all payments with the Court and shall serve a copy of each such notice upon the following persons:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

Chief, New Jersey Compliance Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region 2
26 Federal Plaza, Room 737
New York, New York 10278

Chief, New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
26 Federal Plaza, Room 309
New York, New York 10278

F. The payments to be made by the Settling Defendants under this Decree shall in no way constitute an admission by such Settling Defendants as to their individual or collective liability, or allocation of liability, if any, as to any allegations or matters arising out of the pleadings by any party to this Decree, nor shall such payments constitute an admission by the United States as to an appropriate allocation of liability among parties potentially responsible for response costs associated with the Site.

G. In the event of the failure to pay or insolvency of Freehold Cartage, nothing in this Decree shall be construed to require or obligate the SCP Settling Parties to make any payments or guarantee any payments required to be made by Freehold Cartage.

H. In the event of the failure to pay or insolvency of any of the SCP Settling Parties, nothing in this Decree shall be construed to require or obligate Freehold Cartage to make

payments or guarantee any payments required to be made by the SCP Settling Parties.

I. The payments made by the Settling Defendants pursuant to Subsections V.A and V.B of this Decree do not constitute, and shall not be construed as, penalties, fines, or monetary sanctions.

VI. PENALTIES FOR LATE PAYMENT

A. If the SCP Settling Parties fail to make the payment required by Section V.A of this Decree by the date specified therein, the SCP Settling Parties shall be jointly and severally liable to pay to the United States, in addition to amounts specified in Section V.A (including the interest amounts set forth therein),

1. a handling charge of one (1) percent on the unpaid balance, to be paid at the end of each 30-day late period following the date thirty (30) days after the date of entry of the Decree, and

2. a penalty at the rate of six (6) percent per annum on the unpaid balance if the SCP Settling Parties have not paid in full within 90 days after payment is due. This penalty charge shall be paid at the end of each 30-day late period following the initial 90-day period, but shall accrue from the date thirty (30) days after entry of the Decree.

B. If Freehold Cartage fails to make any of the payments required by Section V.B of this Decree by the dates specified

therein (or pursuant to Section V.C of this Decree in the case of an acceleration), Freehold Cartage shall pay to the United States, in addition to the amounts set forth in Section V.B (including the interest payments set forth therein):

1. a handling charge of one (1) percent on the payment, to be paid at the end of each 30-day late period following the date thirty (30) days from the date of entry of the Decree, and

2. a penalty at the rate of six (6) percent per annum on the payment if Freehold Cartage has not paid in full within 90 days after the payment is due. This penalty charge shall be paid at the end of each 30-day late period following the initial 90-day period, but shall accrue from the date the payment was originally due.

C. If Freehold Cartage is deemed to be in violation of the Decree pursuant to Section V.C due to its failure to submit adequate financial assurance within thirty (30) days of a notice of deficiency under Section V.C, Freehold Cartage shall pay a stipulated penalty to EPA in the amount of \$250.00 per day for each day that the financial assurance remains deficient. Such stipulated penalty shall be paid at the end of each 30-day period following the date that the resubmitted financial assurance was due.

VII. COVENANT NOT TO SUE

A. In consideration of the payments which shall be made by the Settling Defendants under the terms of this Decree, and except as otherwise specifically provided in this Decree, the United States covenants not to sue or take any administrative action against the Settling Defendants or their officers or employees, in their capacities as representatives of the Settling Defendants, for Covered Matters as defined above.

B. This Covenant Not to Sue shall not extend to any persons or legal entities other than the Settling Defendants.

C. This Covenant Not to Sue shall take effect as to the SCP Settling Parties upon EPA's receipt of (1) the payment set forth in Section V.A of this Decree and (2) any amounts due under Section VI.A of this Decree.

D. This Covenant Not to Sue shall take effect as to Freehold Cartage upon EPA's receipt of (1) all payments set forth in Section V.B of this Decree and (2) any amounts due under Sections VI.B and VI.C of this Decree. The United States, however, agrees to refrain from taking any action against Freehold Cartage for Covered Matters so long as Freehold Cartage is in compliance with its obligations under this Decree, including its obligation to make timely payments pursuant to Section V.B of this Decree.

E. In any subsequent administrative or judicial proceeding initiated by the United States for any matter that is not a Covered Matter relating to the release or threatened

release of hazardous substances into the environment at the Site, the Settling Defendants shall not assert that the United States is in any manner precluded or barred from instituting such an action by the principles of res judicata or rules against claim splitting.

VIII. CONTRIBUTION PROTECTION

A. The SCP Settling Parties shall be entitled to the contribution protection provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for claims for contribution regarding matters addressed in the settlement.

B. Freehold Cartage shall be entitled to the contribution protection provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for claims for contribution regarding matters addressed in the settlement.

C. The Settling Defendants agree that, for the purposes of this Decree, the phrase "matters addressed in the settlement," as used in Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and as used in Sections VIII.A and VIII.B of this Decree, shall include only Covered Matters as defined in this Decree.

IX. SUBORDINATION

The right of the Settling Defendants to seek contribution from the Lone Pine Corporation, or from any other person that is not a party to this Decree, with respect to the payments made by the Settling Defendants pursuant to this Decree, shall be

subordinate to the rights of the United States pursuant to Section 113(f)(3)(C) of CERCLA, 42 U.S.C. § 9613(f)(3)(C). The Settling Defendants shall not file or otherwise pursue any such contribution actions without giving prior written notice to the persons named in Section V.E of this Decree.

X. CLAIMS AGAINST THE FUND

A. The Settling Defendants agree not to assert any claims against the EPA or the Hazardous Substance Superfund, 26 U.S.C. § 9507, including claims pursuant to Sections 106(b)(2), 111 and/or 112 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, for any amounts paid or any costs incurred by any Settling Defendant pursuant to the provisions of this Decree.

B. Nothing in this Decree shall be deemed to constitute preauthorization of a CERCLA claim within the meaning of 40 C.F.R. § 300.700(d).

XI. LODGING OF DECREE

Prior to the submission of this Decree to the Court for entry, this Decree shall be published in the Federal Register for public comment, and shall be lodged with the Court for a period of at least thirty (30) days.

XII. CONTINUING JURISDICTION

The Court shall retain jurisdiction of this action for the purpose of enforcing the terms of this Decree.

Dated and entered this _____ day of _____, 1990.

THE HON. GARRETT E. BROWN, JR.
UNITED STATES DISTRICT JUDGE

WE HEREBY CONSENT to the entry of this decree.

FOR THE UNITED STATES OF AMERICA:

7.22.91
DATE

Richard B. Stewart
RICHARD B. STEWART
Assistant Attorney General
Environment and Natural Resources Division
Department of Justice

3/7/91
DATE

Donald G. Frankel
DONALD G. FRANKEL
Trial Attorney
Environment and Natural Resources Division
Department of Justice

MICHAEL CHERTOFF
United States Attorney
District of New Jersey

BY:

DATE

Bette Urmacher
BETTE UHRMACHER
Assistant United States Attorney
For the District of New Jersey

11-16-90
DATE

Constantine Sidamon-Eristoff
CONSTANTINE SIDAMON-ERISTOFF
Regional Administrator
U.S. Environmental Protection Agency
Region II

10-31-90
DATE

William C. Tucker
WILLIAM TUCKER
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
Region II

APPENDIX A

List of SCP Settling Parties

ALL PURPOSE ROLL LEAF CORP. X

ARMSTRONG WORLD INDUSTRIES, INC. ✓

ASHLAND OIL, INC., on behalf of ASHLAND CHEMICAL COMPANY

AT & T TECHNOLOGIES, INC. X

E.I. DUPONT DE NEMOURS AND COMPANY X

GAF CORPORATION X

GANES CHEMICALS INC.

GENERAL ELECTRIC COMPANY, on behalf of itself and RCA CORPORATION X

GRUMMAN AEROSPACE CORPORATION ✓

HOECHST CELANESE CORPORATION X

INTERNATIONAL BUSINESS MACHINES CORPORATION X

KEWANEE INDUSTRIES, INC. X

MATLACK, INC. ✓

NL INDUSTRIES, INC.

PFIZER, INC.

ROHM & HAAS COMPANY X

SCHENECTADY CHEMICALS, INC. X

TENAX FINISHING PRODUCTS CO., INC. X

TRANSFER PRINT FOILS, INC. X

UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., formerly
UNION CARBIDE CORPORATION

UNITED TECHNOLOGIES CORPORATION X

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

Transfer Print Foils as alleged successor in interest
(name of business entity)
itself, by its duly authorized
(name of settling defendant)
representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:

(signature)

Name Harry Parker,
(type or print)

Title President
(type or print)

address Transfer Print Foils, Inc.
(type or print)

9 Cotters Lane, East Brunswick, N.J.

Date October, 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

ALL PURPOSE ROLL LEAF CO. AN DISSOLVED CORPORATION on behalf of
(name of business entity)

ITSELF, by its duly authorized
(name of settling defendant)

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

DEASEY, MAHONEY & BENDER, LTD.

BY:

James L. McKenna
(signature)

Name

JAMES L. MCKENNA
(type or print)

Title

OUTSIDE COUNSEL
(type or print)

address

1540 N KINGS HWY, SUITE 635
(type or print)

CHERRY HILL, NJ 08034

Date

SEPTEMBER 15, 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

MATLACK INC., on behalf of
(name of business entity)

Matlack Inc., by its duly authorized
(name of settling defendant)

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:

X [Signature]
(signature)

Name Gerald Tripp, tell.
(type or print)

Title President
(type or print)

address ONE ROLLINS PLAZA
(type or print)

2200 Concord Pike
Wilmington DE 19803

Date 10-18-90, 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

Freehold Cartage, Inc., ~~xxxxxxx~~
(name of business entity)

_____, by its duly authorized
(name of settling defendant)
representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY: FREEHOLD CARTAGE, INC.

T.J. Blanchet
(signature)

Name T.J. BLANCHET
(type or print)

Title President, Freehold Cartage, Inc.
(type or print)

address Rte. 33 East, Freehold, NJ 07728
(type or print)

Date October 18, , 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

AT&T TECHNOLOGIES, INC. f/k/a WESTERN ELECTRIC Co. Inc.
(name of business entity) ~~on behalf of~~

_____, by its duly authorized
(name of settling defendant)
representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:


(signature)

Name DAVID R. CHITTICK
(type or print)

Title ENGR. VICE PRES.
(type or print)

address 131 MORRISTOWN ROAD
(type or print)
POPSKINE RIDGE, NJ 07920

Date October 9, 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

E. I. du Pont de Nemours and Company, on behalf of
(name of business entity)

Same, by its duly authorized
(name of settling defendant)

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:

Bernard J. Kelly
(signature)

Name

Bernard J. Kelly
(type or print)

Title

General Counsel
(type or print)

address

Legal Department
(type or print)

100 Market Street

Wilmington, DE 19801

Date

SEP 16, 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

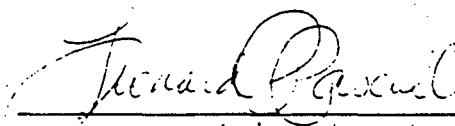
CONSENT

GAF Corporation, on behalf of
(name of business entity)

GAF Corporation, by its duly authorized
(name of settling defendant)

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:


(signature)

Name Leonard P. Pasculli
(type or print)

Title Senior Counsel
(type or print)

address 1361 Alps Road
(type or print)

Wayne, New Jersey 07470

Date October 17, 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

Grumman Corporation, on behalf of
(name of business entity)

Grumman Aerospace Corporation, by its duly authorized
(name of settling defendant)

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:


(signature)

Name Dean G. Cassell
(type or print)

Title Vice President
(type or print)

address 1111 Stewart Avenue
(type or print)
Bethpage, New York 11714

Date October 15, 1990

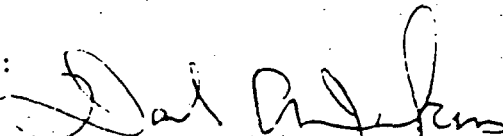
United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

Hoechst Celanese Corporation, on behalf of
(name of business entity)
Hoechst Celanese Corporation *
(name of settling defendant) by its duly authorized

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:



(signature)

Name

DAVID A. TENKHUS

(type or print)

Title

VP - General Counsel

(type or print)

address

Route 202-206

(type or print)

Sumerville N.J. 07876

Date

October 12

, 1990

* American Hoechst Corporation / Azoplate

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

International Business Machines Corporation, on behalf of
(name of business entity)

same, by its duly authorized
(name of settling defendant)

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:



[Handwritten Signature]
(signature)

Name J. F. Serino, Jr.
(type or print)

Title Director, Corporate Environmental Prog:
(type or print)

address 208 Harbor Drive
(type or print)

Stamford, CT 06904

Date October 5, 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

Kewanee Industries Inc.

(name of business entity)

, on behalf of

Refined Onyx

(name of settling defendant)

, by its duly authorized

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:

Frank W. Berryman
(signature)

Name

Frank W. Berryman
(type or print)

Title

Manager Environment and Health Protection
(type or print)

address

Chevron Chemical Company
(type or print)

San Ramon, CA

Date

Oct. 9, 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

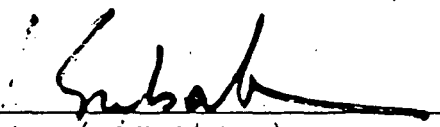
CONSENT

Rohm and Haas Company, on behalf of
(name of business entity)

Rohm and Haas Company, by its duly authorized
(name of settling defendant)

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:


(signature)

Name

JOHN T. SUBAK

(type or print)

Title

Group Vice President and General Counsel

(type or print)

address

Independence Mall West

(type or print)

Philadelphia, PA 19105

Date

October 4, 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

TENAX FINISHING PRODUCTS CO, INC, on behalf of
(name of business entity)

TENAX FINISHING PRODUCTS CO, INC, by its duly authorized
(name of settling defendant)

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.); consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:

James A O'Neill
(signature)

Name

JAMES A. O'NEILL
(type or print)

Title

VICE PRESIDENT

(type or print)

address

390 Adams St

(type or print)

NEWARK NJ 07114

Date

OCTOBER 11, 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

Schenectady Chemicals, Inc., on behalf of
(name of business entity)

Schenectady Chemicals, Inc., by its duly authorized
(name of settling defendant)

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:

Robert P. Yunick
(signature)

Name Robert P. Yunick
(type or print)

Title V-P Corporate Technology
(type or print)

2750 Balltown Road
address Schenectady, New York 12309
(type or print)

Date October 2, 1990, 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

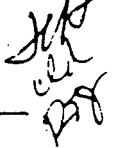
CONSENT

Union Carbide Chemicals and Plastics Company Inc.,
formerly Union Carbide Corporation

_____, on behalf of
(name of business entity)
Union Carbide Chemicals and Plastics Company Inc.
formerly Union Carbide Corporation, by its duly authorized
(name of settling defendant)

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:

R. Van Mynen 
(signature)

Name Ron Van Mynen
(type or print)
Vice President, Health, Safety
Title and Environmental Affairs
(type or print)

address 39 Old Ridgebury Road
(type or print)
Ridgebury, Connecticut 06817

Date October 12, 1990

United States v. Armstrong World Industries, Inc., et al.
Civil Action No. 89-4363 (GEB) (D.N.J.)

CONSENT

United Technologies Corporation, on behalf of
(name of business entity)

Inmont Corporation, by its duly authorized
(name of settling defendant)

representative named, titled and signed hereunder, hereby
consents to this Consent Decree in United States v. Armstrong, et
al., Civil Action No. 89-4363 (GEB) (D.N.J.), consents to the
filing of this Consent Decree with the United States District
Court for the District of New Jersey, and agrees to be bound by
the terms and conditions thereof.

BY:

William H. Trachsel
(signature)

Name William H. Trachsel
(type or print)

Title Vice President and Deputy General Counsel
(type or print)

address United Technologies Corporation
One Financial Plaza
(type or print)

Hartford, Connecticut 06101

Date October 8, 1990